

ORIGINAL



0000169802

Ofi

Date: February 19, 2016

Arizona Corporation Commission

DOCKETED

Arizona Corporation Commission

Docket Control

1200 West Washington

Phoenix, AZ 85007-2996

APR 19 2016

DOCKETED BY

RECEIVED

2016 APR 19 P 3:06

AZ CORP COMMISSION  
DOCKET CONTROL

RE: Docket # WS-02987A-16-0017  
Johnson Utilities Response to Complaint #2016-129948

Dear Arizona Corporation Commission:

Notwithstanding Karen Christian's negative remarks about our opposing opinions to her past smear campaigns, she once again brings up those very same tiresome rants about those previous issues here in this unrelated docket. It would seem to me that in order to be more effective, she would stick to the issue at hand, the formal complaint of Swing First Golf ("SFG"). I am able to do that herein.

First point, and this was highlighted in the Procedural Conference held in this Docket on April 6, 2016, The Golf Club at Oasis has an agreement in place for which Johnson Utilities has obligations to deliver effluent whereas SFG does not have an agreement in place. There are also ten (10) recharge ponds constructed at the Club at Oasis for the sole purpose of recharging wastewater effluent. Tremendous difference between the two entities.

The Poston Butte Golf Course and the Encanterra Golf Course, the other two golf courses in the San Tan Valley, both have agreements with Johnson Utilities to either take effluent or obligate Johnson Utilities to deliver effluent. If effluent was such an important issue for SFG, why does not an agreement exist for that course? It would seem prudent that a golf course would want to ensure a supply of effluent or water to meet their irrigation needs. The answer may lay in the fact that the course has not always taken effluent. Prior to 2006 and a few years between then and now, the course has also used either CAP surface water or groundwater for its irrigation needs.

In Decision No. 73521, the Commission approved Johnson's non-potable water tariff. The same water being delivered to SFG now. The Order specifically provides approval for, and only for, the delivery of non-potable water for a particular non-profit homeowner's association and SFG. Even if it desired to, Johnson Utilities could not provide non-potable water to those other golf courses in the San Tan Valley. The Johnson Utilities tariffs strictly prohibits it.

The whole second page of Ms. Christian's letter to the Docket is nothing but unrelated Johnson bashing and not worth commenting on in this Docket. So, I will end by mirroring Johnson Utilities' motion to dismiss this complaint in the Docket on the grounds that (i) SFG's claims are barred by the doctrine *res judicata*, and (ii) SFG's claims should be dismissed because the Commission lacks jurisdiction to direct how Johnson Utilities uses effluent.

Sincerely,

Brad Cole  
Chief Operating Officer